

Before the
Administrative Hearing Commission
State of Missouri



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MISSOURI
ATTORNEY GENERAL

MISSOURI REAL ESTATE COMMISSION,

Petitioner,

vs.

No. 14-0783 RE

HOME TEAM REAL ESTATE AND
MANAGEMENT, LLC and ROBERT EDWARD
STADLER,

Respondents.

CONSENT ORDER

The licensing authority filed a complaint. Section 621.045¹ gives us jurisdiction.

On February 11, 2015, the parties filed a Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings, and Disciplinary Order. Our review of the document shows that the parties have stipulated to certain facts and waived their right to a hearing before us. Because the parties have agreed to these facts, we incorporate them into this order and adopt them as stipulated. *Buckner v. Buckner*, 912 S.W. 2d 65, 70 (Mo. App., W.D. 1995). We conclude that the licensees are subject to discipline under § 339.100.2(1) and (15). We incorporate the parties' proposed findings of fact and conclusions of law into this Consent Order. We certify the record to the licensing agency under § 621.110.

The only issue before this Commission is whether the stipulated conduct constitutes cause to discipline the license. The appropriate disciplinary action is not within our power to decide; that is subject to the licensing authority's decision or the parties' agreement. Section 621.110.

SO ORDERED on February 18, 2015.

A handwritten signature in black ink, appearing to read "Nicole Colbert Botchway".
NICOLE COLBERT BOTCHWAY
Commissioner

¹Statutory references are to RSMo Supp. 2013 unless otherwise noted.

BEFORE THE
ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI

FILED

FEB 11 2015

ADMINISTRATIVE HEARING
COMMISSION

Missouri Real Estate Commission)
Petitioner,)

v.)

Case #: 14-0783 RE

Robert Edward Stadler)

and)

Home Team Real Estate and)
Management, LLC)

Respondents.)

JOINT MOTION FOR CONSENT ORDER,
JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW,
WAIVER OF HEARINGS
BEFORE THE ADMINISTRATIVE HEARING COMMISSION AND THE
MISSOURI REAL ESTATE COMMISSION,
AND DISCIPLINARY ORDER

Respondent Robert Stadler ("Stadler"), individually and as designated broker for Home Team Real Estate and Management, LLC ("Home Team"), and Petitioner Missouri Real Estate Commission ("MREC") enter into this *Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and Missouri Real Estate Commission, and Disciplinary Order* ("Joint

Stipulation”) for the purpose of resolving the Complaint filed against Respondent. Pursuant to the rules governing practice and procedure before the Administrative Hearing Commission (“Commission”) (1 CSR 15-3.440(3)) and pursuant to the terms of Section 536.060, RSMo¹, as it is made applicable to the Commission by Section 621.135, RSMo, the parties move for a consent order and waive the right to a hearing and decision in the above-styled case by the Commission, and, additionally, the right to a disciplinary hearing before the MREC pursuant to Section 621.110, RSMo, and jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that he is aware of and understands the various rights and privileges afforded him by law, including: 1) the right to a hearing of the charges against him; 2) the right to appear and be represented by legal counsel; 3) the right to have all charges against him proven upon the record by competent and substantial evidence; 4) the right to cross-examine any witness appearing at the hearing against him; 5) the right to present evidence on his behalf at the hearing; 6) the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the complaint pending against him; 7) the right to a

¹All references are to the Revised Statutes of Missouri, Supp. 2012, unless otherwise noted.

ruling on questions of law by the Commission; 8) the right to a disciplinary hearing before the MREC at which time Respondent could present evidence in mitigation of discipline; 9) the right to a claim for attorneys' fees and expenses, and 10) the right to obtain judicial review of the decisions of the Commission and the MREC. Being aware of these rights provided Respondent by operation of law, Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation.

Respondent acknowledges that he received a copy of the Complaint in this case, which was filed with the Commission on May 2, 2014. Respondent stipulates that the factual allegations contained in this Joint Stipulation are true and stipulates with the MREC that Stadler's license as a Real Estate Broker Associate, License No. 2003031501, and Home Team's license as a Real Estate Association, License no. 2001031413, are subject to disciplinary action by the MREC in accordance with the provisions of Chapter 621, RSMo, and 339.010 through 339.205 and 339.710 through 339.855, RSMo.

I. JOINT STIPULATION

Based upon the foregoing, the MREC and Respondent jointly stipulate to the following findings of fact and conclusions of law in lieu of the facts and conclusions of law as alleged in the Complaint filed in this case, and request

that the Commission adopt the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law as the Commission's Findings of Fact and Conclusions of Law.

JOINT PROPOSED FINDINGS OF FACT

1. The Missouri Real Estate Commission ("MREC") is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 339, RSMo, Real Estate Agents, Real Estate Brokers, Appraisers and Escrow Agents, whose address is P.O. Box 1339, Jefferson City, MO 65102-1339, and whose telephone number is (573) 751-2628

2. Respondent, Robert Edward Stadler, is an adult individual whose registered address is 71 Primrose, Long Lane, Missouri 65590, whose telephone number is (417) 345-4661, and who holds a Missouri license as Real Estate Broker Associate, License No. 2003031501, which is active and which expires June 30, 2016.

3. Home Team Real Estate and Management, LLC (Home Team), is a company located at 117 East Main Street,

Buffalo, Missouri, whose mailing address is Post Office Box 756, Buffalo, MO 65622, whose telephone number is (417) 345-4661, and which holds Real Estate Association license no. 2001031413, which is active and which expires June 30, 2016. Stadler has been the designated broker for Home Team at all times in question and is its current registered agent.

4. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to Section 621.045, RSMo, and Section 339.100, RSMo.

5. On December 11, 2012, Lori Flett, an Examiner for the Missouri Real Estate Commission, notified Stadler that he and Home Team had been chosen for a random audit by the Missouri Real Estate Commission.

6. Flett conducted an onsite audit at the Home Team office on February 5-7 and 12-13, 2013.

7. At the conclusion of the audit Stadler signed an acknowledgment that the results of the audit had been reviewed with him.

8.

Property Management Escrow

Account No. *****6948

9. Stadler and Home team maintained an account with a number ending in 6948 at US Bank, which was used as a property management escrow account.

10. Stadler and Home Team failed to keep required records on the property management escrow account in several respects, in violation of Section 339.105.3, RSMo. In particular:

- (1) Stadler and Home Team failed to reconcile the account for several years prior to the audit [82].²
- (2) Stadler and Home Team did not maintain a record of liabilities, and did not keep a record of checks written [82].
- (3) The statement for February 29, 2012, reflected 14 checks that were not recorded [83].
- (4) The statement for May 31, 2012, reflected 29 checks that were not recorded [83].
- (5) The checks charged against the statement included checks with duplicate numbers and wide gaps in the number sequence [83].
- (6) The examiner was unable to determine whether all outstanding checks had been accounted for. [83]

11. Stadler and Home team commingled funds which were not related to property management transactions on the following occasions, in violation of Section 339.105.1, RSMo, and

² Numbers in brackets represent the exhibit number of the exhibits attached to the audit report.

20 CSR 2250-8.120(4):

- (1) Payments on a loan from Arapahoe IX, LLC to Ronald D. Quass were deposited into the property management escrow account [84].
- (2) Payments to Bank of Urbana and the Joanne Erskine Revocable Trust on an asset identified as Dinwiddie account were made through the property management escrow account, although they did not relate to a property management account [85].
- (3) Payments on a loan from Arapahoe IX, LLC to Ussery and Stephens were deposited into the property management escrow account [86].

12. Stadler's partner Everett Mellema used the property management escrow account to carry out transactions relating to properties he owned, including writing several checks to vendors relating to his personal properties, which is commingling in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(4):

- (1) No. 247 to Empire District Electric on 2/2/12 for Shop [104];
- (2) No. 2740 on 2/3/12 to Webster Electric Coop for Timbers way Apartments [101];
- (3) No. 7205 on 3/7/12 to Fidelity Communications for Washington Apartments [102];
- (4) No. 19571 on 3/8/12 to Home Team for W. Marsh Apartments [103];
- (5) No. 5043 on 8/16/12 to DRT Tech for Shady Lane mobile home

[100].

13. Mellema made numerous transfers from the escrow account regarding which the brokerage had no information, in violation of Section 339.105.3, RSMo. These transfers included [88]:

- (1) 2/3/12: Two electronic withdrawals – payment to Empire District;
- (2) 2/6/12: Electronic withdrawal – Speedpay to CenturyLink;
- (3) 2/10/12: Internet Banking Transfer to Account *****2544;
- (4) 2/22/12: Two electronic withdrawals – payment to Empire District;
- (5) 2/28/12: Electronic withdrawal – ebill payment to WCA;
- (6) 5/1/12: Electronic withdrawal – ebill payment to WCA;
- (7) 5/14/12: Electronic withdrawal – Speedpay to CenturyLink;
- (8) 5/30/12: Two electronic withdrawals – payments to WCA and Empire District;
- (9) 8/1/12: Electronic withdrawal – ebill payment to WCA;
- (10) 8/2/12: Electronic withdrawal – Speedpay to CenturyLink;
- (11) 8/14/12: Two electronic withdrawals – payment to Empire District;
- (12) 12/3/12: Electronic withdrawal – Speedpay to CenturyLink;
- (13) 12/20/12: Electronic withdrawal – payment to Empire District;
- (14) 1/8/13: Electronic withdrawal – Speedpay to CenturyLink;
- (15) 1/15/13: Electronic withdrawal – ebill payment to WCA;
- (16) 1/24/13: Electronic withdrawal – payment to CSI Missouri

Court.

14. Mellema routinely paid expenses from the escrow account. The invoices paid by Mellema were retained by Mellema and Stadler did not have access to the records, in violation of 20 CSR 2250-8.160(2). Checks written by Mellema for which the brokerage did not have documentation included:

- (1) #5043, written to DRT Tech on 8/16/2012 in the amount of \$500.00 [100];
- (2) #2740, written to Webster Electric Cooperative on 2/3/2012 in the amount of \$79.47 [101];
- (3) #7205, written to Fidelity Communications Co. on 3/7/2012 in the amount of \$1,061.18 [102];
- (4) #19541, written to Home Team Realty and Management on 3/8/2012 in the amount of \$57.65 [103]; and
- (5) #247, written to Empire District Electric on 2/2/2012 in the amount of \$53.70 [104].

15. Stadler and Home Team deposited payments for security deposits into the property management escrow account on the following occasions, in violation of 20 CSR 2250-8.220(2):

- (1) On March 30, 2012, a deposit was made which included \$600 received from Norman Jasper as a security deposit [90].
- (2) On April 9, 2012, a payment from Libby Walters recorded as a security deposit was deposited into the property management escrow

account [89].

16. Stadler and Home Team failed to issue owner statements or to accurately record payments to vendors on property management accounts, in violation of Section 339.105.3, RSMo. The following checks written to Home Team Construction could not be verified as charged to owners:

- (1) Check No. 5043 on 9/17/12 [91];
- (2) Check No. 2813 on 7/6/12 [92];
- (3) Check No. 1730 on 7/13/2012 [93];
- (4) Check No. 2877 on 11/2/12 [94].

17. On approximately 101 occasions, Stadler and Home Team performed the duties of managing a property owned by a third party without entering into a written agreement with the owner, in violation of 339.780.2, RSMo, and 20 CSR 2250-8.200(1).

18. The following properties were being managed without a property management agreement:

- (1) 9 Crossroads [10];
- (2) 9 Canon [11]
- (3) 82A Timbersway [12]
- (4) 97B Timbers [13]
- (5) 59B Timbersway [14]

- (6) 59A Timbersway [15]
- (7) 97A Timbersway [16]
- (8) 1 Madison [60]
- (9) 220 Victory Rd. [18]
- (10) 1 W Morrow [64]
- (11) 217 State Rd JJ [20]
- (12) 219 N. Main [21]
- (13) 509 W. Main [22]
- (14) 717 N. Locust [23]
- (15) 600 W. Morrow [24]
- (16) 311 Woodland [25]
- (17) 604 W. Morrow [26]
- (18) 217 N. Main #C [27]
- (19) 217 N Main [28]
- (20) 217A N. Main[29]
- (21) 40 State Hwy Hand [30]
- (22) 510 S. Walnut #2 [31]
- (23) 2623 Hwy 73 [32]
- (24) 2603 Hwy 73 [33]
- (25) 27 Shorty Rd [34]
- (26) 606 E. Madison [35]
- (27) 643B Marsh [36]
- (28) 643A Marsh [37]
- (29) 26 Shadylane [38]
- (30) 11 Shadylane [39]
- (31) 250-238-236 State Hwy 65 [40]

- (32) 15 Elderberry [41]
- (33) 402 Woodland [42]
- (34) 16 Fiddler [43]
- (35) 217 E. Grant [44]
- (36) 27 Middle [45]
- (37) 511 Elm [46]
- (38) 3654 Hwy 73 [47]
- (39) 205 Ramsey [48]
- (40) Washington Apartment complex [49]
- (41) 1109 Mill [50]
- (42) 477 N Adams [51]
- (43) 24 Shadylane [52]
- (44) 639 B Buffalo [53]
- (45) 217 JJ Long Lane [54]
- (46) 108 Gentry [55]
- (47) 501 Main [56]
- (48) 715 N. Pine [57]
- (49) 15 Crossroads [58]
- (50) 2625 Hwy 73 [59]
- (51) 505 Poplar [60]
- (52) 319 E. Lincoln [61]
- (53) 619 Morrow [62]
- (54) 639A Marsh [63]
- (55) 11 Crossroads [63a]
- (56) 420 E. Benton [64]
- (57) 510 Walnut [65]

(58) 310 Ellsworth [65a]

19. The brokerage did not have a complete and accurate list of properties being managed, in violation of Section 339.105.3, RSMo.

20. The brokerage did not use leases approved by an attorney or by or by a Missouri state or local bar association, but used leases written by members of the brokerage who were not lawyers, in violation of 20 CSR 2250-8.140(1). The following leases were written by brokerage office staff:

- (1) Seth P. Bradley, on 5/1/2012 [70];
- (2) Jenny Moyer on 12/26/2012 [71];
- (3) Luis and Grace Salata on 3/1/2012 [72];
- (4) Michelle Wright on 10/1/2012 [73];
- (5) Lyndsey G. Tynen on 7/15/2012 [74];
- (6) Jesse Butler and Ashley Hughling on 11/29/2012 [75];
- (7) Karl Moslev on 3/1/2012 [76];
- (8) Elmer and Sharon Braun on 10/1/2012 [77];
- (9) Cory Wolf and Christopher Barley on 2/1/2012 [78]; and
- (10) Barbara Jett on 12/20/2012 [79].

(11)

21. The brokerage used the fictitious names Home Team Realestate and Home Team Realty and Management, which were not registered as fictitious names with the Secretary of State, in

violation of 20 CSR 2250-4.030(1).

JOINT PROPOSED CONCLUSIONS OF LAW

22. Because Stadler and Home Team failed to maintain required records on the property management escrow account in violation of Section 339.105.3, RSMo, and 20 CSR 2250-8.160(2), there is cause to discipline their licenses under Section 339.100.2(15), RSMo.

23. Commingling of the personal funds of Stadler, Mellema, and other members of Home Team with funds held on behalf of property management clients in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120, is cause for discipline under Section 339.100.2(1) and (15), RSMo.

24. The deposit of security deposits in the property management escrow account by Stadler and Home Team in violation of in violation of 20 CSR 2250-8.220(2) is cause for discipline under Section 339.100.2(15), RSMo.

25. The performance of property management services without a written property management agreement in numerous cases by Stadler and Home Team in violation of 339.780.2, RSMo,

and 20 CSR 2250-8.200(1) is cause for discipline under Section 339.100.2(15), RSMo.

26. Stadler's and Home Team's use of leases written by agency staff not approved by an attorney or by or by a Missouri state or local bar association, in violation of 20 CSR 2250-8.140(1), is cause for discipline under Section 339.100.2(15), RSMo.

27. Stadler's and Home Team's use of fictitious names not registered with the Secretary of State, in violation of 20 CSR 2250-4.030(1), is cause for discipline under Section 339.100.2(15), RSMo.

II. JOINT DISCIPLINARY ORDER

Based on the foregoing, the parties hereby mutually agree and stipulate that the following shall constitute the order regarding discipline of Stadler's license as a Real Estate Broker Associate, and Home Team's license as a Real Estate Association, subject to the following terms and conditions, and entered by the MREC in this matter under the authority of Sections 536.060 and 621.110, RSMo. This disciplinary order shall become effective immediately upon the issuance of the consent order of the Commission without further

action by either party:

1. **Probation.** The licenses of Stadler as a Real Estate Broker-Associate and Home Team as a Real Estate Association are hereby placed on PROBATION for THREE (3) YEARS. The period of probation is referred to hereinafter as either "the probationary period" or "the disciplinary period." During the period of probation, Stadler shall be entitled to practice as a Real Estate Broker-Associate and Home Team as a Real Estate Association provided Stadler pays all required fees, maintains the licenses current and active, and adheres to all the terms stated herein.

2. **Terms and conditions of the disciplinary period.** Terms and conditions of the probation are as follows:

A. Stadler shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business. Stadler shall notify the MREC in writing within ten (10) days of any change in this information.

B. Stadler shall timely renew the real estate licenses, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain the licenses in a current and active status. During the disciplinary period, Stadler shall not place the real estate licenses on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and

conditions of this Joint Stipulation, Stadler may surrender the real estate licenses by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Stadler applies for a real estate license after surrender, Stadler shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Joint Stipulation.

C. Stadler shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Stadler shall immediately submit documents showing compliance with the requirements of this Joint Stipulation to the MREC when requested by the MREC or its designee.

E. During the probationary period, Stadler shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Joint Stipulation.

F. Stadler shall comply with all relevant provisions of Chapter

339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States. Upon the expiration of the disciplinary period, the license of Stadler shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Stadler has violated any term or condition of this Joint Stipulation, the MREC may, in its discretion, vacate and set aside the discipline imposed herein and impose such further discipline as it shall deem appropriate.

G. No funds relating to properties in which Stadler, Everett Mellema, or any other partner or employee of Home Team has an ownership interest, shall be deposited into or maintained in the Escrow Accounts or any account in which client funds are kept, unless the agency has a property management agreement with the owner of the property.

H. The following practices shall be adopted as to all escrow accounts containing client funds maintained by the firm:

1. A comprehensive ledger is to be maintained, in which all deposits, checks, and charges are recorded;

2. The agency shall adopt procedures to ensure all deposits and checks related to the property management and security deposit are duly recorded;

3. No person who does not hold a broker's license issued by the MREC shall have signatory authority over escrow account(s) or any account into which client funds are deposited;

4. All leases and property management agreements shall be drafted by an attorney or on approved forms;

5. The agency shall execute property management agreements for all clients whose money is placed in property management or security deposit accounts;

6. Monthly reconciliation with bank statements of all accounts in which client funds are maintained shall be performed;

7. The agency shall observe a clear differentiation between property management and security deposit accounts, so that property management funds and security deposits are separate and intact at all times.

I. **Quarterly Audit Reports.** Stadler and Home Team shall, at their own expense, ensure that quarterly audits of their registered escrow accounts are conducted and completed by a certified public

accountant (CPA) approved by the MREC. Within 15 calendar days of the effective date of this Settlement Agreement, Stadler and Home Team shall submit to the MREC in writing a list of at least three CPAs, including name, address, and relationship to Stadler and Home Team. The MREC may approve one or more of the listed CPAs or may require Stadler and Home Team, on grounds that are reasonable, to submit additional names for consideration and approval. Stadler and Home Team shall, at their own expense, retain an approved CPA to conduct and complete the quarterly audits. The quarterly report should contain a three-way reconciliation from the check register to the bank balance to the owner balances. Such quarterly reports shall begin with the third quarter ending March 31, 2015, and continue throughout the disciplinary period, ending with the quarter ending in January 2018. Within seven calendar days of completion of each quarterly audit, Stadler and Home Team shall provide the MREC with written confirmation of the audit's completion. Further, within 30 days of completion of each quarterly audit, the CPA conducting and completing the audit will mail to the MREC by certified mail, return receipt requested, a signed statement from the CPA confirming that his/her firm completed a reconciliation of the account and matched the

reconciled balance to the check register and the total of all reported owner and/or tenant balances. All documents necessary to prove the reconciliation should be submitted with the CPA's statement. If the CPA should find that the three-way reconciliation does not match, the CPA report should include the details and documentation necessary to show that all discrepancies were identified and corrected.

3. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Joint Stipulation without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Joint Stipulation occurred during the disciplinary period, the MREC may choose to conduct a hearing before it to determine whether a violation occurred and may impose further discipline.

4. This Joint Stipulation does not bind the MREC or restrict the remedies available to it concerning any future violations by Stadler of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Joint Stipulation.

5. This Joint Stipulation does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Joint Stipulation that are either now known to the MREC or may be

discovered.

6. If any alleged violation of this Joint Stipulation occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Stadler agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Joint Stipulation has occurred.

7. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

8. The terms of this Joint Stipulation are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Joint Stipulation nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

9. The parties to this Joint Stipulation understand that the MREC will maintain this Joint Stipulation as an open record as required by Chapters 324, 339, and 610, RSMo, as amended.

10. Respondent, together with his heirs, assigns, agents, partners,

employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not known or contemplated, including, but not limited to, any claims pursuant to Section 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. Section 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation, or from the negotiation or execution of this Joint Stipulation. The parties acknowledge that this paragraph is severable from the remaining portions of the Joint Stipulation in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

III. CONCLUSION

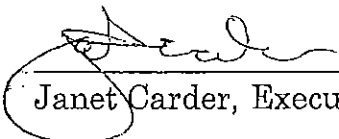
In consideration of the foregoing, the parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the complaint filed by the MREC in the above-captioned cause.

PETITIONER

Missouri Real Estate Commission

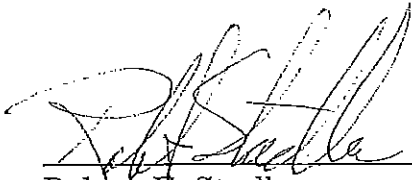
RESPONDENT

Home Team Real Estate &
Management, LLC



Janet Carder, Executive Director

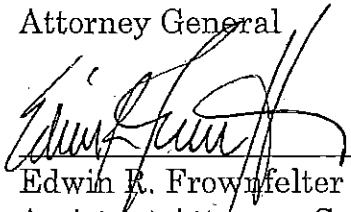
Date: January 29, 2015



Robert E. Stadler

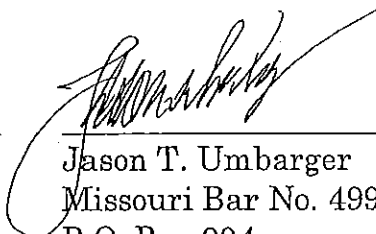
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